

The Honorable Ronald B. Leighton

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

SOLOWHEEL, INC.,

Plaintiff,

Case No. 3:16-cv-05688-RBL

v.

NINEBOT INC. (USA), D/B/A NINEBOT
U.S., INC.; NINEBOT (TIANJIN)
TECHNOLOGY CO., LTD.; NINEBOT, INC.
(China),

Defendant.

**JOINT CLAIM CONSTRUCTION
AND PREHEARING STATEMENT**

Pursuant to the Court’s Scheduling Order and Local Patent Rule 132, and D.I. 44, Plaintiff Solowheel Inc. (“Solowheel”) and Defendant Ninebot (Tianjin) Technology Co., Ltd. (“Ninebot”) have reached greater compromise regarding claim construction terms and hereby respectfully provide this finalized Joint Claim Construction and Prehearing Statement regarding U.S. Patent No. 8,807,250 (“the ’250 Patent”), U.S. Design Patent No. D729698 (“the ’698 Patent and U.S. Design Patent No. D673081 (“the ’081 Patent”).

(a) The Parties agree on the following terms and definitions:

(1) “fore-aft-balance control system which controls said motor”

Agreed construction: “a system for fore-aft control that senses forward and backward tilt of the frame and regulates the motor accordingly and that enables a user

1 standing on the foot platforms to control acceleration and deceleration by leaning forward
2 or backward”

3 (2) “a single wheel”

4 Agreed construction: “one wheel”

5 (3) “unicycle device”

6 Agreed construction: “single wheeled vehicle”

7 (4) “yielding material”

8 Agreed construction: “yielding material” (plain and ordinary meaning)

9 (5) “central vertical plane”

10 Agreed construction: “central vertical plane” (plain and ordinary meaning)

11 (6) “each have a maximum length dimension parallel to the central vertical
12 plane of the wheel that is greater than a maximum width dimension perpendicular to that
13 plane”

14 Agreed construction: “each have a maximum length dimension parallel to the
15 central vertical plane of the wheel that is greater than a maximum width dimension
16 perpendicular to that plane” (plain and ordinary meaning)

17 (7) “the first and second foot platforms extend a distance from the first and
18 second vertical planes, respectively, that is two times or more the distance that the first
19 and second contact surfaces respectively extend from those planes”

20 Agreed construction: “the first and second foot platforms extend a distance from
21 the first and second vertical planes, respectively, that is two times or more the distance
22 that the first and second contact surfaces respectively extend from those planes” (plain
23 and ordinary meaning)

24 (8) “the first and second foot platforms extend a distance from the first and
25 second vertical planes, respectively, that is two times or more the distance that the first
26 and second contact members respectively extend from those planes”

Agreed construction: “the first and second foot platforms extend a distance from the first and second vertical planes, respectively, that is two times or more the distance that the first and second contact members respectively extend from those planes” (plain and ordinary meaning)

(9) “the longitudinally extending first and second leg contact surfaces extend from their front to back in the line of travel of the device three or more times further than they extend in a dimension perpendicular to the central vertical plane of the wheel”

Agreed construction: “the longitudinally extending first and second leg contact surfaces extend from their front to back in the line of travel of the device three or more times further than they extend in a dimension perpendicular to the central vertical plane of the wheel” (plain and ordinary meaning)

(b) The attached Exhibit A contains the disputed terms, proposed constructions, and proposed support.

(c) The parties believe the 9 most important terms for construction are as follows:

1	“leg contact surface(s) / member(s)” (in all forms)
2	“means for automatically adjusting speed while executing a turn”
3	“means for automatically adjusting fore-aft pitch while executing a turn in response to detection of sideways leaning of the vehicle”
4	“configured so as to not substantially encircle a user’s leg”
5	“configured to be readily contactable”
6	“in its entirety, extends substantially longitudinally in the line [direction] of travel of the device”
7	“seatless frame”
8	“[the single wheel defining] [wherein the single wheel defines] first and second side planes . . . the first and second vertical planes”
9	“without a vertically ascending control handle”

(d) The Parties agree to three hours as the length of time for the Claim Construction Hearing.

(e) The Parties have not agreed upon the proposed order of presentation at the Claim Construction Hearing.

(f) The Parties take the position that live testimony will not be necessary.

(g) The Parties do not believe a tutorial is necessary.

(h) The Parties do not believe a pre-hearing conference is necessary.

(i) Solowheel does not believe it is necessary that the Court appoint an independent expert. Ninebot believes it is necessary that the Court appoint an independent expert.

Dated: October 31, 2018

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on October 31, 2018, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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